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OCTOBER 15, 1999

PTAS

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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/12/1999

REEL/FRAME: 010162/0070  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GOULD, ERIC J.

DOC DATE: 07/07/1999

ASSIGNOR:

STRICKLAND, RACHEL M.

DOC DATE: 08/03/1999

ASSIGNEE:

MONKEY MEDIA, INC.  
611 S. CONGRESS AVE., SUITE 310  
AUSTIN, TEXAS 78704

SERIAL NUMBER: 09298336

PATENT NUMBER:

FILING DATE: 04/23/1999

ISSUE DATE:

MAYA BENNETT, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

REC'D NOV 16 1999

ASSIGNMENT RECORDATION COVER SHEET  
-PATENTS ONLY-

COPY

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)  
a) Eric J. Gould  
b) Rachel M. Strickland
  
2. Name and address of receiving party(ies):  
a) Name: MONKEYmedia, Inc.  
Address: 611 S. Congress Ave., Suite 310  
Austin, Texas 78704
  
3. Nature of conveyance  

|                                     |                    |                          |                   |
|-------------------------------------|--------------------|--------------------------|-------------------|
| <input checked="" type="checkbox"/> | Assignment         | <input type="checkbox"/> | Merger            |
| <input type="checkbox"/>            | Security Agreement | <input type="checkbox"/> | Change of Name    |
| <input type="checkbox"/>            | Other _____        | <input type="checkbox"/> | License Agreement |

Execution Date: July 7, 1999 and August 3, 1999

4. Application Number(s) or Patent Number(s): 09/298,336

The title of the (new) application is:

METHOD AND STORAGE FOR EXPANDING AND CONTRACTING CONTINUOUS PLAY MEDIA  
SEAMLESSLY

5. Please send all correspondence concerning this (these) documents to:

KEITH STEPHENS & ASSOCIATES, LLP  
See new  
Pat. App. CA 93095-0716  
Correspondence  
address  
P.O. Box 1052  
San Jose, CA 95128-0520


6. Total number of applications: \*28875\*

7. Total fee (37 CFR 3.41): \$2000

- ☒ Enclosed  
☐ Authorized to be charged to Deposit Account No. 50-0384  
(Order No. \_\_\_\_\_)

8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: August 9, 1999

  
E. Keith Stephens  
Registration No. 32,632

# ASSIGNMENT OF PATENT APPLICATION

(Not Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

## METHOD AND STORGE FOR EXPANDING AND CONTRACTING CONTINUOUS PLAY MEDIA SEAMLESSLY

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on April 23, 1999, and which bears the Application No. 09/298,336.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

- 1) Sell(s), assign(s) and transfer(s) to MONKEYmedia, Inc., a Texas corporation having a place of business at 611 S. Congress Ave., Suite 310, Austin, Texas 78704, (hereinafter referred to as ("ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1) Signature: [Signature]

Date: 7/7/99

Typed Name: Eric Justin Gould

County of Travis, )

) ss.

State of Texas, )

On this 7<sup>th</sup> day of July, in the year 1999, before me, Nance Carmack, personally appeared Eric J. Gould, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 1/2/2001



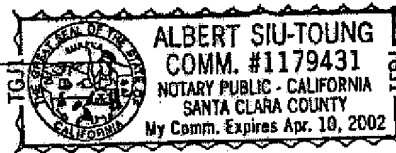
2) Signature: Rachel M. Strickland Date: 3 Aug 1999  
Typed Name: Rachel M. Strickland

County of SANTA CLARA )  
 ) ss.  
State of CALIFORNIA )

On this 3rd day of AUGUST, in the year 1999, before me,  
ALBERT SIU-TOUNG, personally appeared RACHEL M. STRICKLAND, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument, and acknowledged to me that he/she executed the same in his/her authorized  
capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(SEAL)